

## AFFIDAVIT

STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, personally appeared Jose Luis Adame, who on his oath deposed and stated the following:

"My name is Jose Luis Adame and I am over the age of eighteen (18) years, and am of sound mind and capable of making this Affidavit. I make this affidavit on my personal knowledge and the statements contained herein are true and correct.

On Tuesday, February 5, 2008, I traveled with my mother to the Arimex office located at Calle Sinaloa #1990, between Acapulco and Taxco, Reynosa, Mexico.

I spoke with the receptionist, who questioned me about the purpose for the insurance. I advised her that I would only need one day's worth of insurance, to transport a television from the U.S. into Mexico. The receptionist tried to sell me one year's worth of insurance for \$100. She stated that they had a "special price" for \$100 for one year of insurance. I declined the one year insurance, and advised her that I only wanted to purchase the 24 hour insurance, so that I could transport the television. I paid \$7.00 (US) for the 24 hour insurance and she handed me a Certificate of Insurance and Policy (Exhibit "A"), for the 2006 Chrysler Voyager, License Plate Number: XCN1016, State of Issue: Reynosa, Tamaulipas, Mexico, Motor/Serial No.: 1A4GJ25R86B638518.

I then spoke with another female employee, who came in to type up the insurance forms. All the papers on the desk contained an ASI logo. This employee said that the insurance would run for a 24 hour period, in this case from 3:00 pm on February 5, 2008 - 3:00 pm on February 6, 2008. She handed me the papers and I left.

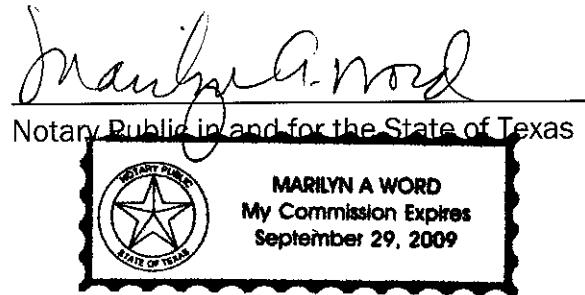
This employee also told me that if I had to report an accident, not to expect a return call right away. This employee also provided me a Certificate of Insurance No.: ASA07R 003253 (Exhibit "B").

While I was meeting with the employee who typed up the forms, a gentleman came in from one of the front offices and introduced himself. He was Mr. Mario Villegas, the head of operations of Arimex. I was handed his business card, and he went back into his office (Exhibit "C").

Further affiant sayeth not.

  
\_\_\_\_\_  
Jose Luis Adame

SUBSCRIBED AND SWORN TO before me on the 2<sup>nd</sup> day of February, 2008, by Jose Luis Adame.



Printed name of notary and  
expiration date of commission

## **EXHIBIT “A”**

NON-RESIDENT PERSONAL AUTO  
NO COVERAGE PROVIDER IN MEXICO  
NO AMPARA COBERTURA EN MEXICO

Renewal of Number / Número de Renovación  
This Certificate forms a part of  
Master Policy Number ASA07R-000001  
Issued to: ARIMEX

## CERTIFICATE OF INSURANCE



Certificate: ASA07R 003253  
EMISION MEXICO

## ITEM 1.

The declaration of information is the responsibility of the insured, any omissions, incomplete or inexact declarations, will terminate coverage and the obligations of the insurance company. Will be null and void.

Art. 1 La declaración de la información solicitada, es responsabilidad del asegurado y cualquier omisión o declaración inexacta podrá originar la anulación de cobertura y con ello las obligaciones de la Compañía aseguradora.

NAME INSURANCE AND COMPLETE ADDRESS / NOMBRE Y DOMICILIO DEL ASEGURADO  
FLORES SAN CLAUDIO MANUEL  
CD PEMEX 305  
PETROLERA REYNOSA, TAMPS.  
TELEPHONE #/TELEFONOS 899 920-15-48

POLICY PERIOD / VIGENCIA: ( 1 DAYS / DIAS)

FROM (DESDE) FEB / 05 / 08 TIME / HORA 3:00  A.M. /  P.M.  
TO (HASTA) FEB / 06 / 08 TIME / HORA 3:00  A.M. /  P.M.

IN CASE OF ACCIDENT  
PLEASE REPORT TO:  
EN CASO DE ACCIDENTE  
FAVOR DE REPORTAR A:  
U.S. WATS: 1-866-789-1785  
MEXICO: 01-800-552-7770  
ADMINISTRADO POR

ARIMEX  
PRODUCER NUMBER  
NÚMERO DE AGENTE  
80001

## ITEM 2. SCHEDULE OF COVERED AUTOS / ART. 2 RELACIÓN DE AUTOS AMPARADOS

AUTO #	YEAR AÑO	TRADE NAME / MODEL MARCA / MODELO	LICENSE PLATES & STATE OF ISSUE NUM. DE PLACAS Y EDO. DE EMISIÓN	MOTOR / SERIAL No. NÚMERO DE SERIE / MOTOR
1	2006	CHRYSLER VOYAGER	XCN1016 REYNOSA, TAMPS.	1A4GJ25R86B638518

## ITEM3.

The insurance afforded by this certificate is solely with respect to coverages indicated below and where a specific premium charge is indicated. The limit of the insurance company's liability against such coverages shall be as stated herein. Coverage is subject to all the terms, exclusions and conditions of the policy referenced by number on this certificate and will apply only to those autos designated in item 2 of this certificate.

Art. 3. Las coberturas amparadas en este certificado de seguro, son específicamente las contratadas y descritas abajo. El límite máximo de responsabilidad civil que provee la Compañía Aseguradora será el indicado en este certificado. Las coberturas amparadas por este certificado de seguro están sujetas a todas las cláusulas y condiciones de la póliza de seguro, cuya numeración arriba se indica y ampara únicamente el vehículo descrito en el artículo 2 de este mismo certificado

THIS STATEMENT SHOULD  
APPEAR IN RED.  
DO NOT ACCEPT OMISSIONS  
OR ALTERATIONS OF ANY  
KIND IN THE  
"POLICY PERIOD",  
"SCHEDULE OF  
COVERED AUTOS",  
"LIMITS OF LIABILITY",  
OR PHOTOCOPIES  
OF THIS FORM.  
FOR VERIFICATION PLEASE  
CALL  
1-866-789-1785  
01-800-552-7770

LIABILITY COVERAGES / COBERTURAS DE RESPONSABILIDAD CIVIL	LIMITS OF LIABILITY / LÍMITES DE RESPONSABILIDAD CIVIL	PREMIUM PRIMAS
BODILY INJURY LESIONES CORPORALES A TERCEROS	\$ 25,000.00 cada persona	\$ 4
PROPERTY DAMAGE DAÑOS MATERIALES EN BIENES DE TERCEROS	\$ 50,000.00 por accidente	\$ INCL
COMBINED BODILY INJURY AND PROPERTY DAMAGE COMBINACION DE DAÑOS MATERIALES Y LESIONES CORPORALES A TERCEROS	\$ 25,000.00 cada accidente	\$ INCL
COMBINED SINGLE LIMIT / LÍMITE UNICO Y COMBINADO DE VEHICULOS RESIDENTES EN LOS ESTADOS UNIDOS DE AMERICA	\$ XXXXXX each person cada persona	\$ XXX
	\$ 2,500.00 each person cada persona	\$ 1
	\$ 10,000.00 each accident por accidente	
WARNING: THERE IS NO COVERAGE HEREUNDER FOR VEHICLES PRINCIPALLY GARAGED IN THE UNITED STATES OF AMERICA.	POLICY FEE/DERECHO DE POLIZA	\$ 2
ADVERTENCIA: NO EXISTE COBERTURA BAJO ESTA POLIZA PARA VEHICULOS RESIDENTES EN LOS ESTADOS UNIDOS DE AMERICA.	ESTACIONAMIENTO	\$
	MISC.	\$
	TOTAL	\$ 7.00

THIS INSURANCE POLICY WILL NOT BE ABLE TO BE SOLD AFTER 01/06/2008  
ESTA POLIZA NO PODRA SER VENDIDA DESPUES DEL 01/06/2008

FULL NAME OF APPLICANT AND DRIVERS NOMBRE COMPLETO DEL TITULAR Y OTROS CONDUCTORES	LICENSE NUMBER & STATE OF ISSUE NÚMERO DE LICENCIA Y ESTADO DE EMISIÓN	AGE EDAD	SEX SEXO	OCCUPATION OCUPACIÓN
APPLICANT TITULAR FLORES SAN CLAUDIO MANUEL	166546 REYNOSA	58	M	JUBILADO
DRIVER #2 CONDUCTOR				
DRIVER #3 CONDUCTOR				
DRIVER #4 CONDUCTOR				

IMPORTANT NOTICE: A) ANY OMISSION IN THE DATES/TIME OF THE "POLICY PERIOD" OR VEHICLE DESCRIPTION INFORMATION IN THE "SCHEDULE OF COVERED AUTO" WILL TERMINATE COVERAGE AND THIS CERTIFICATE WILL BE NULL AND VOID. THE TOWING OF ANY VEHICLE IS STRICTLY PROHIBITED AND WILL TERMINATE COVERAGE ON "SCHEDULED AUTO" IN "ITEM 2". THIS CERTIFICATE DOES NOT PROVIDE COVERAGE FOR ANY "UNSCHEDULED AUTO" EVEN IF TOWED BY "SCHEDULED AUTO".

B) THIS VEHICLE CAN BE DRIVEN ONLY BY ELIGIBLE AND AUTHORIZED PERSONS OVER 21 YEARS OLD AND UNDER 75 YEARS OLD WITH VALID DRIVERS LICENSE.

NOTICIA IMPORTANTE: A) LA OMISIÓN EN LA FECHA/HORA DE INICIO O TERMINO DE "VIGENCIA" Y/O DATOS DEL "VEHICULO ASEGURADO" DESCritos EN LA "RELACIÓN DE AUTO AMPARADO" CON CAUSA JUSTIFICABLE PARA LA ANULACIÓN DE LA COBERTURA DE ESTE CERTIFICADO DE SEGURO. ESTA ESTRICAMENTE PROHIBIDO REMOLCAR OTRO VEHICULO, SI INCURRE EN ESTO SE ANULARA LA COBERTURA DEL "VEHICULO ASEGURADO" DESCrito EN EL "ARTICULO 2" DE LA SECCIÓN DE "RELACIÓN DE AUTO AMPARADO". ESTE CERTIFICADO DE SEGURO NO PROVERÁ COBERTURA A NINGUN "VEHICULO NO ESPECIFICADO" E INSERITO EN LA "RELACIÓN DE AUTO AMPARADO" DE ESTA POLIZA, AUN SI ES REMOLCADO CON EL "VEHICULO ASEGURADO".

B) ESTE VEHICULO PUEDE SER CONDUCIDO POR PERSONAS AUTORIZADAS Y ELEGIBLES MAYORES DE 21 AÑOS Y MENORES DE 75 AÑOS CON LICENCIA PARA CONDUCIR VÁLIDA Y VIGENTE.

Additional Premium: Drivers under age 21 and over 75 years will be afforded coverage only if they are listed above and the additional premium is paid.  
Extraprima: Conductores menores de 21 y mayores de 75 años, solo están cubiertos si se enlistan sus nombres en la póliza y se paga la prima adicional.

## CONSENT FORM

It has been explained to me that this policy is valid only for Mexican persons who reside full-time in Mexico. I further understand that U.S.A. residents do not qualify and are not covered by this program. Furthermore, I agree that if it is determined that I am not a full-time resident of Mexico, this insurance is not valid and does not provide any coverage to me in the United States. I hereby declare that I reside full-time in Mexico and my vehicle(s) is/are principally garaged in the Republic of Mexico.

Signature / Firma

INSURED

## FORMA DE CONSENTIMIENTO

Se me ha explicado que esta póliza de seguro es válida solamente para personas que residen en México permanentemente. Entiendo que residentes de los Estados Unidos no califican y no están cubiertos bajo este programa. Más aún, estoy de acuerdo que si se determina que no soy un residente de tiempo completo en México, este seguro no es válido y no me proveerá ninguna cobertura en los Estados Unidos. Aquí mismo declaro que resido tiempo completo en México y que mi vehículo(s) tiene(n) su estancia principal en la República Mexicana.

Date / Fecha FEB/05/08

BY

A STOCK COMPANY



## **NON-RESIDENT PERSONAL AUTOMOBILE INSURANCE POLICY**

Only non-residents of the United States are eligible for this program. Coverage does not apply to any resident of the United States



### **IMPORTANT**

In case of accident please report to:

En caso de accidente favor de reporter a:

NAFTA General Agency, Inc.

U.S. WATS: 1-866-789-1785

MEXICO: 01-800-552-7770

### **PLEASE READ YOUR POLICY**

**NOTICE** – This policy has been issued based upon the reliance of your statements and representations on the application, declarations and any certificate of insurance

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is not covered.

ADMINISTRADO POR



AMERICAN SERVICE INSURANCE COMPANY, INC.  
150 Northwest Point Boulevard  
ELK GROVE VILLAGE, ILLINOIS

AMERICAN SERVICE INSURANCE COMPANY, INC.  
ELK GROVE VILLAGE, ILLINOIS

(A stock insurance company, herein called the company)

agrees with the named insured as designated in the Declarations made a part hereof, in consideration of the payment of the premium, and in reliance upon the statements and representations in the Certificate of Insurance and subject to the Declarations and all of the terms of this policy. This policy is a Non-Resident Personal Auto Policy and is valid only for Mexican Residents or persons who reside full-time in the Republic of Mexico. It is further understood that this policy only provides liability coverage in the United States and that if it is determined that the insured is not a full-time resident of the Republic of Mexico that no coverage shall be afforded.

**PART I-COVERED AUTOS**

**A-Description of Covered Autos**

Item Two of the declarations of the certificate of insurance issued as part of this policy shows the autos that are covered autos for each of your coverages. Only those autos described in Item Two of the declarations or on any certificate of insurance issued as part of this policy for which a premium is shown are covered autos.

If liability coverage is provided by this insurance the following types of vehicles are also considered covered autos for liability coverage:

1. Trailers with a load capacity of 2,000 pounds or less designed for travel on public roads
2. Any auto you do not own while used with the permission of its owner as a temporary substitute automobile for your covered auto you own that is out of service because of its:
  - a. breakdown
  - b. repair
  - c. servicing
  - d. loss, or
  - e. destruction

**B-Who is an Insured**

The following are insured's:

- b. You for any covered auto.

Anyone else while using with your permission a covered auto you own or hire except persons without a valid Mexican driver's license.

**PART II-LIABILITY**

**A-Bodily Injury Liability, B-Property Damage Liability.** To pay on behalf of the insured, but only to the extent of the applicable limits, all sums which the insured shall become legally obligated to pay as damages because of:

- A. Bodily Injury, or
- B. Property Damage.

Caused by an accident and arising out of the ownership, maintenance or use of a covered automobile, and the company shall defend any suit alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent; but the company may make such investigation and settlement of any claim or suit as it deems expedient.

It is understood and agreed that the company (1) has no obligation to any insured after applicable limits of the policy have been exhausted by payment; and (2) is not obligated to pay, and shall not pay, attorney fees for any legal or investigative work unless such attorneys are specifically selected by the company; and (3) is not obligated to pay, and shall not pay, any sum which the insured may be legally obligated to pay as a result of a lawsuit unless the company received actual notice of said suit before any judgement had been entered in said suit.

**Supplementary Payments.** To pay, in addition to the applicable limits of liability:

- (a) all expenses incurred by the Company, all costs taxed against the insured in any suit and all interest on the entire amount of any judgement therein which accrues after entry of the judgement and before the Company has paid or tendered or deposited in court that part of the judgement which does not exceed the limit of the Company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of an automobile insured hereunder, not to exceed \$100 per bail bond, but without any obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of an accident involving an automobile insured hereunder and not due to war; and .
- (d) all reasonable expenses, other than loss of earnings, incurred by the insured at the Company's request.

**Persons Insured.** The following are insureds under Part I and II:

- (a) with respect to the covered automobile,
- (1) the named insured,
- (2) any other person using a covered automobile to whom the named insured has given permission, provided the use is within the scope of such permission;

**Definitions. Under Part I and II:**

"accident" means a sudden event neither expected nor intended from the standpoint of the insured which results in bodily injury or property damage  
"covered automobile" means an owned automobile for which premium charges shown in the Declarations or Certificate of Insurance indicate the specific coverage afforded, or an automobile which is subsequently added or replaced herein by endorsement.

"temporary substitute automobile" means any automobile not owned by the named insured, or any resident of the same household, while temporarily used as a substitute for a covered automobile when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

"named insured" means the individual named in Item 1 of the Declarations or Certificate of Insurance and also includes his/her spouse, if a resident of the same household.

"non-resident" means any person whose primary place of residency and/or domicile is in the Republic of Mexico. Residents of the United States or Canada, their territories or possessions do not qualify for this program.

"garaged" means the location where the vehicle is primarily parked when not in use.

"bodily injury" means bodily injury to a person and sickness, disease or death which results from it.

"property damage" means injury to or destruction of property including loss of use thereof.

"insured" means a person or organization described above under "Persons Insured".

"relative" means a person related to the named insured or his/her spouse by blood, marriage or adoption and who is a resident of the same household as the named insured or spouse and is either a non-driver or is listed on the Application for this insurance as a driver, provided neither such relative nor his/her spouse owns an automobile.

"resident" means a person whose legal address is the same as the named insured and who lives full time with the named insured.

"automobile" means a four-wheel private passenger, station wagon, sports utility, or jeep type vehicle; or, a truck, pick-up truck, window van, or panel van with a load capacity of fifteen hundred pounds or less not used for business or commercial purposes, and designed and licensed for use on public roads.

"occupying" means in or upon or entering into or alighting from an automobile.

"trailer" means a trailer designed for use with an automobile not being used for business or commercial purposes and not used as a home, office, store, display or passenger trailer.

"automobile business" means the business or occupation of selling, repairing, servicing, storing, washing, or parking automobiles.

"use" of an automobile includes the loading and unloading thereof.

"war" means war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to any of the foregoing.

"state" includes the District of Columbia, any territory or possession of the United States, and any province of Canada.

**Exclusions. This policy does not apply under Part I and II:**

- (a) to bodily injury to, or damage to property owned by, the named insured or any relative of the named insured where the person against whom suit is brought is also a resident of that same household. This exclusion shall not apply when a third party acquires the right of contribution against a member of the injured person's family;
- (b) to any automobile while used as a public or livery conveyance;
- (c) to any injury or damage expected or intended on the part of an insured;
- (d) to bodily injury or property damage arising out of the operation of farm machinery;
- (e) to bodily injury or sickness, disease or death of any fellow employee of the insured injured in the course of his/her employment if such injury arises out of the use of an automobile in the business of his/her employer, but this exclusion does not apply to the named insured with respect to injury sustained by any fellow employee;
- (f) to bodily injury to any employee of the insured arising out of and in the course of his/her employment by the insured, but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the insured unless benefits are in whole or in part either payable or required to be provided under any worker's compensation law;
- (g) to a covered automobile while used in the automobile business;
- (h) to injury to or destruction of (1) property owned or transported by the insured, or (2) property rented to or in charge of the insured other than a residence or private garage, or (3) property as to which the insured is for any purpose exercising physical control;
- (i) to bodily injury or property damage with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon

- (j) exhaustion of its limit of liability;
- (k) to any automobile designed for racing while being tested, repaired or serviced, or to any automobile or any other type of motor vehicle while used, operated, manipulated or maintained in any impromptu, prearranged or organized race or speed test, including "hot rod" or "stock car" racing;
- (l) to bodily injury or property damage due to war, whether or not declared, civil war, riot, insurrection, rebellion, or revolution, or to any act or condition incidental to any of the foregoing;
- (m) to any automobile while being operated or used in the commission of a crime, other than a traffic violation;
- (n) to the payment of punitive or exemplary damages;
- (o) while the automobile is pushing or pulling another motor vehicle or automobile, or is being pushed or pulled by an automobile or any other type of motor vehicle;
- (p) while a covered automobile is in the control of an excluded operator;
- (q) to other than compensatory damages for death, bodily injury, and property damage to make an injured party whole within the limitations of this policy, any additional damages, costs, expenses, pecuniary losses, attorney's fees, penalties, fines, treble damages, or punitive damages which may be recoverable or awarded at law or in equity as a result of an insured's criminal conviction;
- (r) to other than compensatory damages for death, bodily injury, and property damage to make an injured party whole within the limitations of this policy, any additional damages, costs, expenses, attorney's fees, fines, penalties, treble damages, punitive damages, or small money which may be recoverable or awarded at law or in equity as a consequence of reckless driving, operating a motor vehicle with a blood or breath alcohol content deemed to be legally intoxicating, or under the influence of an illegal substance, causing or contributing to operating a motor vehicle while intoxicated; or similarly influenced, or reckless endangerment.
- (s) to bodily injury or property damage to you or any relative

**Limit of Liability.** The limit of bodily injury liability stated in the Declarations or Certificate of Insurance as applicable to "each person" is the limit of the Company's liability for all damages, including damages for care and loss of services and loss of consortium, arising out of bodily injury sustained by one person as the result of any one accident; the limit of such liability stated in the Declarations or Certificate of Insurance as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the Company's liability for all such damages arising out of bodily injury sustained by two or more persons as the result of any one accident.

The limit of property damage liability stated in the Declarations or Certificate of Insurance as applicable to "each accident" is the total limit of the Company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.

The insurance afforded under Part II applies separately to each insured against whom claim is made or suit is brought, but neither the inclusion herein of more than one insured, nor the application of the policy to more than one automobile shall operate to increase the limit of liability stated in the declarations for the Liability coverage's for any one automobile.

**Other Insurance.** If the insured has other insurance against a loss covered by Part II of this policy, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the Declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, the insurance with respect to a temporary substitute automobile shall be excess insurance over any other valid and collectible insurance.

### PART III - MEDICAL PAYMENTS

**F. Medical Payments.** To pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

**Division 1.** to or for the named insured and each relative who sustains bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", caused by accident, while occupying a covered automobile.

**Division 2.** to or for any other person who sustains bodily injury, caused by accident, while occupying:

- (a) a covered automobile, while being used by an insured;
- (b) Definitions. The definitions under Part II apply to Part III.
- (c) Exclusions. This policy does not apply under Part II to bodily injury, sickness, disease or death:
- (d) sustained while occupying (1) a covered automobile while used as a public or livery conveyance, or (2) any other vehicle while located for use as a residence or premises;
- (e) sustained by the named insured or a relative (1) while occupying an automobile owned by or furnished for the regular use of either the named insured or any relative, other than an automobile defined herein as a "covered automobile", or (2) while occupying or as a result of being struck by (i) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads, or (ii) a vehicle operated on rails or crawler-treads;
- (f) sustained by any person who is employed in the automobile business, if the accident arises out of the operation thereof and if benefits thereof are in whole or in part either payable or required to be provided under any worker's compensation law;
- (g) to injury, sickness, disease, death or loss due to war;
- (h) to the extent that any medical expense is paid or payable to or on behalf of the injured person under the provisions of any worker's compensation or disability benefits law or any similar law;
- (i) resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- (j) to any automobile or any other type of motor vehicle designed for racing while being tested, repaired or serviced, or while used, operated, manipulated or maintained in any impromptu, prearranged or organized race or speed test, including "hot rod" or "stock car" racing; and
- (k) while a covered automobile is in the control of an excluded operator.
- (l) sustained to any person or passenger occupying any automobile while being operated or used in the commission of a crime, other than a traffic violation;

**Limit of Liability.** The limit of liability for medical payments stated in the Declarations as applicable to "each person" is the limit of the Company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury as the result of any one accident. If more than one policy issued by this Company applies to this part, the total limit of this Company's liability under all such policies shall not exceed the amount applicable under only one policy.

**Other Insurance.** If there is other automobile medical payments insurance against a loss covered by Part III of this policy, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability of all valid and collectible automobile medical payments insurance.

### PART IV - CONDITIONS (Unless otherwise noted, conditions apply to all Parts.)

**1. Policy Period, Territory.** This policy applies only to accidents, occurrences and losses during the policy period, as stated in the Declarations, while the covered automobile is within the United States of America, its territories or possessions, or Canada. If such premium is not paid when due, the policy shall terminate as of that date and such date shall be the end of the policy period. Such premium shall be computed in accordance with the manuals then in use by the Company.

**2. Notice.** In the event of an accident, occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and address of any injured person(s) and of available witnesses, shall be given to the Company by or on behalf of the insured as soon as practicable.

If claim is made or suit is brought against an insured, he/she shall immediately forward to the Company every demand, notice, summons or other process received by him/her, his/her representative or agent. The Company will not be obligated to pay, and shall not pay under Part II, unless the Company received actual notice of a lawsuit before a judgement had been entered in said suit. A suit seeking recovery against the Company under Part II must be filed within two years of the accident.

If, before the Company makes a payment of loss under Part II, the insured or his/her legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of an automobile involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the Company by the insured or his/her legal representative.

All notices which may be required by this policy shall be in writing and shall be served personally or by certified mail, return receipt requested. For the purpose of all time limitations, notice shall be deemed to have been given on the date when so placed in the United States mail, postage prepaid.

Notice shall be given as follows:

To The Company  
American Service Insurance Company, Inc.  
150 Northwest Point Blvd  
Fifth Floor  
Elk Grove Village, IL 60007

### To The Insured(s):

Notice shall be given to the person(s) designated as the "Named Insured(s)" on the Declarations Page which is a part of this policy as issued, at the last known address for the "named insured".

**3. Fraud and Misrepresentation.** All statements contained in the application are deemed to be representations relied upon by the Company. In the event any such representation contained in the application is false, misleading or materially affects the acceptance or rating of this risk by the Company, by either direct misrepresentation, omission, concealment of facts or incorrect statements, this policy shall be null and void and of no benefit whatsoever from its inception.

In the event any representation contained in any notification of change is false, misleading or materially affects the acceptance or rating of this risk by the Company, by either direct misrepresentation, omission, concealment of facts or incorrect statements, this policy shall be null and void and of no benefit whatsoever from the effective date of change. This paragraph shall also apply to misstatement of use and omissions of fact. This policy shall not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with a claim or loss for which coverage is sought under this policy.

**4. Two or More Automobiles - Parts II and III.** When two or more automobiles are insured hereunder, the terms of this policy shall apply separately to each, but an automobile and a trailer

attached thereto shall be held to be one automobile as respects limits of liability under Parts II of this policy.

**5. Assistance and Cooperation of the Insured.** The insured shall cooperate with the Company and, upon the Company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any legal proceedings in connection with the subject matter of this insurance. The insured, at the Company's request, shall submit to an examination under oath. The insured shall not, except at his/her own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

After the notice of claim under any part of this policy, the Company may require the insured to take such actions as may be necessary or appropriate to preserve his/her right to recover damages from any person or organization alleged to be legally responsible for the bodily injury. In any action against the Company, the Company may require the insured to join such person or organization as a party defendant.

**6. Action Against Company - Part II.** No action shall lie against the Company unless, as a condition precedent thereto, the insured shall have fully complied with all terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgement against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgement or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded. No person or organization shall have any right under this policy to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his/her legal representative.

Bankruptcy or insolvency of the insured or the insured's estate shall not relieve the Company of any of its obligations hereunder.

**Parts III.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy.

**7. Insured Duties in Event of Loss - Parts II and III.** In the event of loss the insured or someone on his/her behalf shall:

- (a) file with the Company, within 91 days after loss, his/her sworn proof of loss in such form and including such information as the Company may reasonably require and shall, upon the Company's request, exhibit the damaged property and submit to examination under oath;
- (b) report the loss within twenty-four (24) hours of its occurrence or reasonable knowledge thereof, to police, peace or judicial officers, or the Commission of Motor Vehicles; and

**8. Medical report; Proof and Payment of Claim - Parts II and III.** As soon as practicable the injured person or someone on his/her behalf making claim shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable under the policy. The Company may pay the injured person or any person or organization rendering the services or treatment and such payment shall reduce the amount payable hereunder for such injuries.

Such payment hereunder shall not constitute an admission of liability of any person or of the Company.

If required, the insured and every other person making claim shall submit to examinations under oath by any person named by the Company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person(s) shall submit to physical examinations by physicians selected by the Company when and as often as the Company may reasonably require. He/she, or in the event of his/her incapacity his/her legal representative, or in the event of his/her death, his/her legal representative or the person or persons entitled to sue therefore, shall upon each request from the Company execute authorization(s) to enable the Company to obtain medical reports and copies of any and all records.

**9. Payment of Loss.** Any amount due is payable (a) to the insured, or (b) if the insured is a minor to his/her parent or guardian, or (c) if the insured is deceased to his/her surviving spouse, otherwise (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents; provided, the Company may at its option pay any amount due in accordance with division (d) hereof.

**10. Subrogation.** In the event of any payments under this policy, the Company shall be subrogated to all the rights of recovery therefore which the insured, an injured person or any other person receiving such payment may have against any person or organization and they shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

**11. Changes.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued by the Company to form a part of this policy.

**12. Assignment.** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the named insured or his/her spouse, if a resident of the same household, shall die, this policy shall cover (1) the survivor as named insured, (2) his/her legal representative as named insured but only while acting within the scope of his/her duties as such, (3) any person having proper temporary custody of a covered automobile, as an insured, until the appointment and qualification of such legal representative, and (4) under Division 1 of Part IV any person who was a relative at the time of such death.

**13. Cancellation**

(a) This policy may not be canceled when written for a period of less than 30 days.

(b) This policy may be canceled when written for a period of 30 days or more as follows:

(1) The named insured shown in the declarations or any certificate of insurance may cancel by returning the policy to us or giving us advance written notice of the date cancellation is to take effect.

(2) We may cancel by mailing at least 10 days notice to the named insured shown in the declarations or any certificate of insurance at the address shown in this policy.

(c) We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

(d) If this policy is canceled you may be entitled to a premium refund. If you are entitled to a refund we will send it to you in a reasonable timeframe.

(e) The effective date of cancellation stated in the notice shall become the end of the policy period.

(f) This policy may be cancelled immediately upon discovery that the insured's place of residence or place where the vehicle is primarily garaged is in the United States or Canada and not in the Republic of Mexico.

**15. Declarations.** By acceptance of this policy, the named insured agrees that the statements and representations contained in the Application have been made by him/her or on his/her behalf. Said statements and representations in the Application and in any subsequent Application accepted by the Company are offered as an inducement to the Company to issue or continue this policy. This policy is issued and continued in reliance upon the truth of such statements and representations and embodies all agreements existing between himself/herself and the Company or any of its agents relating to this insurance.

PRESIDENT

SECRETARY

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary. This policy shall not be valid unless completed by the attachment hereto of a complete Declarations page or Certificate of Insurance.

**COVERAGE UNDER THIS POLICY IS CONDITIONAL ON THE PAYMENT OF THE PREMIUM CHARGED. THEREFORE, A CHECK GIVEN IN PAYMENT OF ANY PREMIUM REQUIRED FOR EFFECTIVE PAYMENT OF THIS POLICY WHICH IS NOT HONORED BY THE PAYOR'S BANK UPON PRESENTATION FOR PAYMENT SHALL BE CONSTRUED UNDER THE PROVISIONS OF THIS POLICY AS NON-PAYMENT OF PREMIUM AND NO COVERAGE IS AFFORDED FOR ANY TIME PERIOD OR TERM OF THIS POLICY FOR WHICH SUCH CHECK WAS WRITTEN.**

**NOTICE TO THE POLICYHOLDERS**

We are here to serve you...

As our policyholder, your satisfaction is very important to us. If you have a question about your policy, if you need assistance with a problem please contact us at the following numbers:

NAFTA General Agency, Inc  
US WATS 01-866-789-1785  
MEXICO 01-800-552-7770

## **EXHIBIT “B”**



## **EXHIBIT “C”**



Asesores de Riesgos Internacionales  
de Mexico, S.A. de C.V.

**L.A.E. Mario Bocardo Villegas**  
Gerente de Operaciones

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